

**EXHIBIT C**

**Bylaws of Heathrow Master Association, Inc.**

## EXHIBIT C

### BYLAWS OF HEATHROW MASTER ASSOCIATION, INC. a Florida corporation not-for-profit

(As adopted April 1, 1984, and Amended and Restated through December 6, 2002)

#### 1. GENERAL

1.1 Identity. These are the Bylaws of HEATHROW MASTER ASSOCIATION, INC., hereinafter referred to as "Association", a corporation not-for-profit formed under the laws of the State of Florida. The Association has been organized for the purposes stated in the Articles of Incorporation, and Master Declaration of Protective Covenants and Restrictions for Heathrow, hereinafter referred to as the "Covenants", and shall have all of the powers provided in these Bylaws, the Articles of Incorporation, the Covenants, those granted a mandatory homeowners association under Chapters 617 and 720 of the Florida Statutes even if the Association does not qualify as a mandatory homeowners association under those statutes, and any other statute or law of the State of Florida or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.4 Seal. The seal of the Association shall have inscribed upon it HEATHROW MASTER ASSOCIATION, INC., the year of its incorporation and the words "Corporation Not-for-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.5 Inspection of Books and Records.

(a) Inspection by Members and Owners. Subject to the exceptions set forth below, the Board shall make available for inspection and copying by any Member and any Owner as the duly authorized agent of the Neighborhood Association Members at any reasonable time the Official Records of the Association, but only as the same are defined by Chapter 720, Florida Statutes or any successor law, as from time to time amended. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the community as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to such inspection and copying, including but not limited to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing and delivering copies of documents requested.

(b) Exception to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

- (i) personnel matters or a person's medical records;
- (ii) communication between an attorney for the Association and the Association;
- (iii) existing or contemplated litigation;
- (iv) existing or contemplated matters relating to enforcement of the Covenants or these Bylaws; or
- (v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.
- (vi) any record that is not defined as an official record of the Association, by Chapter 720, Florida Statutes or any successor law, as from time to time amended.

In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state, or federal law.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Covenants and Articles of Incorporation.

## 2. MEMBERSHIP IN GENERAL.

2.1 Qualification. The qualification of Members, the manner of their admission to membership, changes in membership, and the termination of such membership, shall be as set forth in the Articles of Incorporation.

2.2 Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members of the Association along with a register showing the names and addresses of all Owners.

Each Neighborhood Association Member shall at all times advise the secretary of the names of the officers and directors of the Neighborhood Association Member, and of the number of Units within the Committed Property subject to the jurisdiction of the Neighborhood Association Member. Furthermore, the Neighborhood Association Member shall supply the Association with a current list of the names and addresses of Owners of Units or Committed Property subject to the jurisdiction of the Neighborhood Association Member. Finally, each Neighborhood Association Member shall advise the Secretary of the names of the Neighborhood Voting Representatives before each meeting of the Members as provided for below.

Each Owner Member shall at all times advise the secretary of any change of address, of any change of ownership of the Member's Units or property, and of any change in the number of Units. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

The Developer Member shall at all times advise the secretary of any change of address, of any change of ownership of the Member's Units or property, and of any change in the number of Units. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

### 3. MEMBERSHIP VOTING.

3.1 Voting Rights. There shall be one vote for each Unit and Each Planned Unit as more fully outlined below.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present, shall be binding upon all Members for all purposes, except where otherwise provided by law, in the Covenants, the Articles or in these Bylaws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast thirty percent (30%) of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.3 Voting Procedures. Voting at meetings of the Members, shall be as follows:

3.3.1 Neighborhood Association Members. Neighborhood Association Members shall vote at meetings of Members by way of Neighborhood Committees and Voting Representatives who will be elected and/or appointed for each Neighborhood listed on Schedule "A". The procedures for the exercise of such voting rights are as follows:

A. Total Votes for Each Neighborhood Association Member and the Division of the Same. The total number of votes for each Neighborhood Association Member shall be equal to the total number of Units subject to the jurisdiction of that Neighborhood Association as reflected on Schedule "A" and as amended as provided below.

1. Division of Votes Into Neighborhoods When Multiple Neighborhoods are Subject to the Jurisdiction of a Single Neighborhood Association. When multiple Neighborhoods are subject to the jurisdiction of a single Neighborhood Association, the total number of votes for each Neighborhood Association Member shall be divided into the Neighborhoods subject to the jurisdiction of that Neighborhood Association, with the votes for each such Neighborhood being equal to the total number of Units within each of those Neighborhoods. The total votes for each such Neighborhood is reflected on Schedule "A". If the number of votes for any such Neighborhood should change as provided for in Article 7 of the Covenants, the number of votes allocated to that Neighborhood will not change until an amendment to Schedule "A" is adopted and recorded as an amendment to this document.

2. No Division of Votes When a Neighborhood Association has Jurisdiction Over Only One Neighborhood. When a Neighborhood Association has jurisdiction over only one Neighborhood, no division of votes will occur. The total votes for each such Neighborhood is reflected on Schedule "A". If the number of votes for any such Neighborhood should change as provided for in Article 7 of the Covenants, the number of votes allocated to that Neighborhood will not change until an amendment to Schedule "A" is adopted and recorded as an amendment to this document.

B. Election and/or Appointment of Neighborhood Committees/Chairpersons of Same. Each Neighborhood identified on Schedule "A" shall have a Neighborhood Committee for the sole and exclusive purpose of voting at meetings of Members. Each Neighborhood must make every good faith effort to elect and/or appoint their Neighborhood Committee in the fashion addressed below. The election and/or appointment of such Neighborhood Committees shall be as follows:

1. When Neighborhood Associations Have Jurisdiction Over Only One Neighborhood. For all Neighborhood Association Members with jurisdiction over only one Neighborhood listed on Schedule "A", the Board of Directors of that Neighborhood Association shall serve as the Neighborhood Committee for the Neighborhood subject to its jurisdiction. The President of the Neighborhood Association shall be the Chairperson of the Neighborhood Committee.

2. When Multiple Neighborhoods are Subject to the Jurisdiction of a Single Neighborhood Association.

a. Heathrow Lakes. Those Neighborhoods subject to the jurisdiction of the Heathrow Lakes Maintenance Association, Inc., as listed on Schedule "A", are required to have Neighborhood Committees by virtue of the Declaration of Covenants for Heathrow Lakes. Therefore, the election and/or appointment and composition of each such Neighborhood Committee shall be as provided for in the Declaration of Covenants for Heathrow Lakes. However, notwithstanding anything else provided for in such Heathrow Lakes Covenants, each Neighborhood Committee shall at all times have a Chairperson.

However, if the Owners within each such Neighborhood fail to elect and/or appoint their Neighborhood Committee, if less than five (5) members are so elected and/or appointed, or if less than five (5) members are serving at the time of each vote, the Board of Directors of the Heathrow Lakes Maintenance Association, Inc. shall appoint such Committee or appoint such members from that Neighborhood as are necessary to have five (5) committee members, as the case may be.

This provision shall supercede anything contained in any Neighborhood Association Covenant.

b. All Other Such Neighborhoods. Those Neighborhoods subject to the jurisdiction of Bridgewater Neighborhood Association, Inc., Muirfield Village Neighborhood Association, Inc., and Regency Green Neighborhood Association, Inc., as listed on Schedule "A", are not required to have Neighborhood Committees by virtue of their Neighborhood Association Covenants. Therefore, in all such cases, the Neighborhood Committees shall be elected annually by each such Neighborhood by the vote of at least 10 percent of the Owners within each Neighborhood. Each such Committee shall consist of between three (3) and five (5) Members, with the exact number to be determined at the time of election. Notice of such annual elections shall be provided to the Owners in the same fashion as provided for in the By-Laws of the Neighborhood Association under whose jurisdiction the Neighborhood falls.

However, if at least 10 percent of the Owners within each Neighborhood fail to attend the Neighborhood election at which the Neighborhood Committee is to be elected, if such meeting is not called or held, if less than three (3) members are elected, or if less than three (3) members are serving at the time of each vote, the Board of Directors of the Neighborhood Association which has jurisdiction over said Neighborhood shall appoint such committee members from that Neighborhood or appoint such members from that Neighborhood as are necessary to have at least three (3) committee members, as the case may be.

Neighborhood Committee members shall be elected or appointed for a term of one (1) year or until their successors are elected or appointed. However, any Neighborhood

Committee member may be removed and replaced, with or without cause, upon the vote or written petition of a majority of the total number of Owners in the Neighborhood.

Each such Neighborhood Committee shall at all times have a Chairperson. If a Neighborhood Committee shall fail to appoint a Chairperson, the Board of Directors of the Neighborhood Association which has jurisdiction over said Neighborhood shall appoint such Chairperson.

C. Appointment of Neighborhood Voting Representatives. Prior to each meeting at which the Members will vote, each Neighborhood Committee shall designate the member of that committee who shall serve as the Neighborhood Voting Representative for that Neighborhood. The Neighborhood Committee may also appoint an alternative Neighborhood Voting Representative from the Neighborhood Committee who may serve in the absence of the primary Neighborhood Voting Representative at the Member's meeting. Such designations shall be in writing and shall be forwarded to the Master Association. In the absence of such written designation, the Chairperson of each Neighborhood Committee shall serve as the Neighborhood Voting Representative. If a Neighborhood Committee shall fail to appoint a Voting Representative, or if that Voting Representative fails to exercise the vote for their Neighborhood, the Board of Directors of the Neighborhood Association which has jurisdiction over said Neighborhood shall appoint a Voting Representative from that Neighborhood.

D. Casting Of Votes. The number of votes for each of the Neighborhoods listed on Schedule "A" shall then be cast for that Neighborhood by and through the above defined Neighborhood Voting Representative. The Neighborhood Voting Representative shall cast all the votes in his or her Neighborhood as he or she deems appropriate in his or her discretion, including dividing the votes in any fashion deemed appropriate.

3.3.2 Owner Members. Each Owner Member shall have the number of votes equal to the number of Units within the Committed Property owned by such Owner Member at the time of such vote. If the Unit is owned by one (1) individual or entity, then that individual or entity shall cast the vote on behalf of that Unit. If the Unit is owned by more than one (1) individual or by an entity, the vote may be cast at any meeting by any Co-Owner of the property. If, when the vote is to be cast, a dispute arises between the Co-Owners as to how the vote will be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall continue to be counted for purposes of determining the existence of a quorum.

3.3.3 Developer Member. For all Units not subject to the jurisdiction of a Neighborhood Association, the Developer shall have the number of votes equal to the

number of Units within the Committed Property owned by Developer at the time of such vote. Such votes may be cast by any corporate representative.

For all Units owned by the Developer that are subject to the jurisdiction of a Neighborhood Association, the votes for those Units shall be voted as part of the votes cast for each Neighborhood as provided above.

3.4 Proxies for Members. Every Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Any proxy shall be delivered to the Secretary of the Association or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid unless it complies with Florida law as the same is amended from time to time. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

3.5 Right of Developer. Notwithstanding anything contained in these Bylaws, the Articles or the Covenants to the contrary, so long as the Developer owns any Committed Property, or holds a mortgage encumbering any Committed Property, no vote of the Members shall be effective without approval in writing by the Developer.

#### 4. MEMBERSHIP MEETINGS.

##### 4.1 Who May Attend.

4.1.1 Neighborhood Association Members. As to a Neighborhood Association Member, any of its directors or officers, and any Owner who is subject to the jurisdiction of that Neighborhood Association may attend any meeting of the Members.

4.1.2 Owner Members. As to an Owner Member, any person entitled to cast the votes of the Owner Member, and in the event any Unit or property is owned by more than one person, all co-Owners of the Unit or property, as described in Paragraph 3.3.2, may attend any meeting of the Members.

4.1.3 Developer Member. As to the Developer Member, any representative of the Developer may attend any meeting of the Members.

However, the votes of any Member shall be cast in accordance with the provisions of Article 3 above. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of the meeting.



4.2 Place. All meetings of the Members shall be held at the principal office of the Association or at any other location as designated by the Board and stated in the notice of meeting.

4.3 Notices. Written notice of annual and special Members' meetings shall be as follows:

4.3.1 Timing and Content of Notice. All notices of annual and special Members' meetings, stating the location, day and hour of any meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than 5 nor more than 60 days before the date of the meeting.

4.3.2 To Whom Notice Must be Given. Notice of all Members' meetings must be given to the Developer Member, all Owner Members and to all Neighborhood Association Members as follows:

a. Neighborhood Association Members. Notice shall be addressed to each Neighborhood Association Member by sending a copy of such notice to the President of each Neighborhood Association at the address as it appears on the records of the Association. The Neighborhood Association Members shall then be responsible for supplying notice of such meeting to all Neighborhood Committees.

b. Owner Members. Notice shall be addressed to each Owner Member at that Member's address as it appears on the records of the Association.

c. Developer Member. Notice shall be addressed to the Developer Member at that Member's address as it appears on the records of the Association.

4.3.3 By Whom Notice is Sent. All notices shall be sent by or at the direction of the President, Secretary, or the officer or persons calling the meeting.

4.3.4 Delivery. Notice may be given by any means permitted by Florida law. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the address as it appears on the records of the Association, unless there shall have filed a written request with the Secretary of the Association stating that notices are to be mailed to some other address.

4.3.5 Record Date. For the purpose of determining persons entitled to notice of, or to vote at, any meeting of the Members of the Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists ten days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes occurring after that date but may, in their sole and absolute discretion, do so.

4.3.5 Multiple Owner Members. If the property of an Owner Member is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the Owner Member, which shall be made to the person designated in the records of the Association.

4.4 Waiver of Notice. Whenever any notice is required to be given to any person under the provisions of the Articles of Incorporation or these Bylaws, or as otherwise provided by law, a waiver in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at nine o'clock a.m. on the second Saturday in November or at such other time in the month of November as shall be selected by the Board. If the Board fails to call the annual meeting by the end of November, then within thirty (30) days after the written request of any Member, officer or Director of the Association, the Secretary shall call the annual meeting.

4.6 Special Meetings. Special meetings of the Members may be requested by written notice to the Secretary by any Director, the President, or any Members having not less than 75% of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Proper notice of any special meeting, as provided for above, shall be given by the Secretary, or other officer of the Association within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

4.7 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no person entitled to vote is present at a meeting, then any officer of the Association may adjourn the meeting. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are not announced at the meeting at which the adjournment is taken, notice of the adjourned meeting must be given to Members in the fashion outlined above.

4.8 Organization. At each meeting of the Members, the President, or in his absence, the Vice President shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.9 Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members or their authorized representatives, and the members of the Board, at any reasonable time.

4.10 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. As to Owner Members, if the Unit(s) for which membership is established in the Association is owned by more than one person or by an entity, the consent for such Unit(s) need only be signed by one person who would be entitled to cast the vote(s) for the Unit(s). As to a Neighborhood Association Member, such consents must be signed by the Neighborhood Voting Representatives.

## 5. BOARD

### 5.1 Number of Directors.

5.1.1 The affairs of the Association shall be managed by a Board comprised of not less than three (3) nor more than nine (9) Directors. So long as the Developer is entitled to appoint any Director pursuant to the Articles, the number of Directors will be determined, and may be changed from time to time, by the Developer by written notice to the Board. In the absence of such notification, there shall be three (3) Directors.

5.1.2 After the Developer is no longer entitled to appoint any Directors, the number of Directors on the Board shall, in the absence of a determination to the contrary by the Members, be nine (9). Thereafter, the number of Directors on the Board may be changed at any meeting where the Members are to elect any Directors.

5.1.3 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number. The Members shall not have the right to change the number of Directors so long as the Developer has the right to determine the number of Directors as set forth above.

5.2 Election of Directors by Members. Election of Directors to be elected by the Members of the Association shall be conducted in the following manner:

5.2.1 At any time after the Developer no longer has the right to appoint one or more Directors or upon the earlier voluntary relinquishment by the developer of its right to appoint any or all Director(s), a special meeting of the Members may be called to elect Directors. In the absence of such a meeting, the Directors appointed by the Developer may continue to serve until the next annual meeting of the Members.

5.2.2 Except as provided above, the Members shall elect Directors at the annual Members' meetings, unless a special meeting of the Members is called in order to fill a vacancy on the Board.

5.2.3 Prior to any special or annual meeting at which Directors are to be elected by the Members, the existing Board may nominate a committee, which committee shall nominate one person for each Director to be elected by the Members, on the basis that the number of Directors to serve on the Board will not be altered at the Members' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and other nominations may be made from the floor.

5.2.4 The election of Directors by the Members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast, each Member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.2.5 Except with respect to Directors appointed by the Developer, a maximum of two (2) Directors less than a majority shall be elected or appointed from any one Neighborhood Association, unless (i) no person from another Neighborhood Association is nominated at a meeting to elect Directors, or (ii) no person from another Neighborhood Association is able or willing to serve. For purposes of this section 5.2.5, a Director who is a member, officer, director or Neighborhood Voting Representative of a Neighborhood Association shall be deemed to be "elected or appointed from the Neighborhood Association."

If at any time during his term, a Director who was elected from one Neighborhood Association no longer owns a Unit governed by that Neighborhood Association and either purchases or still owns a Unit governed by any other Neighborhood Association within the Committed Property (hereinafter referred to as the "Subsequent Neighborhood Association"), the Director shall be deemed to have been elected from the Subsequent Neighborhood Association (such a Director shall hereinafter be referred to as a "Moving Director"). If allowing the Moving Director to remain on the Board would violate the restrictions set forth above regarding the number of Directors from one Neighborhood Association, then the Moving Director shall be deemed to have

resigned his position as a Director. This resignation shall be automatic as of the date the Moving Director no longer owns a Unit governed by the original Neighborhood Association and requires no action by the Moving Director or by the remaining Directors. The remaining Directors shall appoint a replacement to serve the remainder of the Moving Director's term. A replacement Director may be appointed from any Neighborhood Association, providing that a maximum of two (2) Directors less than a majority may be from any one Neighborhood Association, unless no person from another Neighborhood Association is able or willing to serve.

5.3 Term of Office. At the first annual meeting where the Board is elected by the Members, the Members shall elect nine (9) Directors for staggered terms as follows: (i) the three (3) candidates receiving the first, second and third highest number of votes shall each be elected to serve for a term of three (3) years; (ii) the three (3) candidates receiving the fourth, fifth and sixth highest number of votes shall each be elected to serve for a term of two (2) years; and (iii) the three (3) candidates receiving the seventh, eighth and ninth highest number of votes shall each be elected to serve for a term of one (1) year.

At each annual meeting of the Members thereafter (hereinafter referred to as a "Subsequent Member Meeting"), the Members shall elect Directors to replace the Directors whose terms are expiring. In order that one-third (1/3) of the Board of Directors shall be elected at each annual meeting of the Members, each Director elected at a Subsequent Member Meeting shall be elected to serve for a term of three (3) years.

5.4 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

5.6 Special Meetings. Special meetings of the Board may be called by any Director, or by the President, at any time.

5.7 Notice of Meetings. Notice of each meeting of the Board shall be given by the Secretary, or by any other officer or Director, stating the day, location and time of the meeting. Notice of such meeting shall be delivered to each Director and each Member either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the

Board need not be given to any Director or Member who signs a waiver of notice either before or after the meeting. Attendance of a Director or a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a Member states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting.

5.8 Attendance at Board Meetings. All meetings of the Board shall be open to all Members, and to all Owners, all of whom shall have all rights provided for in Chapter 720 of the Florida Statutes, as from time to time amended. A Director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any Members present as in an open meeting.

5.9 Quorum and Manner of Acting. A majority of the Board shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number of Directors is required by statute, the Covenants, the Articles, or by these Bylaws.

5.10 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another location and time. Notice of any such adjourned meeting shall be given to the Directors and Members who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and Members. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

5.12 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by Members or Directors.

5.13 Committees. The Board may by resolution appoint committees. Any committee may exercise the powers, duties and functions as may be determined by the Board which may include any powers which may be exercised by the Board.

5.14 Resignation. Any Director may resign at any time by giving written notice of his resignation to the Secretary. Any resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.1 Any Director other than a Director appointed by the Developer may be removed by majority vote of the remaining Directors if such Director has been absent for the last three consecutive Directors' meetings, and/or adjournments and continuances of such meetings.

5.15.2 Any Director other than a Director appointed by the Developer may be removed with or without cause by a majority of the votes of the entire membership at a special meeting of the Members called by Members having not less than seventy-five (75%) percent of the votes of the entire membership expressly for that purpose. The vacancy on the Board caused by any such removal may be filled by the Members at such meeting or, if the Members shall fail to fill such vacancy, by the Directors as in the case of any other vacancy on the Board.

5.16 Vacancies. Vacancies on the Board of Directors of any Director appointed by the Developer shall be filled by appointment by the Developer. Vacancies on the Board of Directors of any Director elected by the Members may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director. If there are no Directors in office, then a special election of the members shall be called to elect the Directors to fill the vacancies.

5.17 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall always have the right to appoint the maximum number of Directors in accordance with the privileges granted to the Developer pursuant to the Articles. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Developer shall be made by written notice to the Association which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer. The Developer may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the Association, and thereafter such Director(s) shall be elected by the Members.

5.18 Compensation. The Directors shall not be entitled to any compensation unless the Members elect to pay them compensation and set the amount of such compensation, at any meeting of the Members.

5.19 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these Bylaws, the Articles, the Covenants, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include without limitation (except as limited elsewhere herein), the following:

5.19.1 The operation, care, upkeep and maintenance of the Common Improvements, and any other portion of the Committed Property determined to be maintained by the Board.

5.19.2 The determination of the expenses required for the operation of the Association.

5.19.3 The collection of Assessments for Common Expenses from Owners and Members required to pay same.

5.19.4 The employment and dismissal of personnel.

5.19.5 The adoption and amendment of rules and regulations covering the details of the operation and use of property owned and/or maintained by the Association.

5.19.6 Maintaining bank accounts on behalf of the Association and designating signatories required therefor.

5.19.7 Obtaining and reviewing insurance for property owned and/or maintained by the Association.

5.19.8 The making of repairs, additions and improvements to, or alterations of, property owned and/or maintained by the Association.

5.19.9 Purchasing or leasing a Unit for use by a resident superintendent.

5.19.10 Borrowing money on behalf of the Association provided however, that (i) the consent of the Members having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any property without the consent of the Owner of such property.



5.19.11 Contracting for the management and maintenance of property owned and/or maintained by the Association. Authorizing a management agent or company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Improvements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by all Association documents and the Covenants, including but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

5.19.12 Exercising all powers specifically set forth in the Covenants, the Articles, these Bylaws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.19.13 Entering into and upon any portion of the Committed Property, including Units, when necessary to maintain, care and preserve any property in the event the respective Neighborhood Association or Owner fails to do so.

5.19.14 Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the Members and/or Owners for violations of these Bylaws and the terms and conditions of the Covenants or of the Rules and Regulations of the Association.

5.19.15 Acquiring and entering into agreements whereby the Association acquires leaseholds, memberships, or other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Association, intended to provide for the enjoyment, recreation, or other use and benefit of the Members and/or Owners and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. OFFICERS, TOWN ADVISORY COUNCIL AND COMMITTEES

6.1 Officers. The officers of the Association shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the Association and may be preemptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the duties of the

Association. Each officer shall hold office until his successor shall have been elected, qualified, or until his death, resignation, or removal.

6.1.1 Members and Qualifications. After the Developer no longer has the right to appoint any of the Board of Directors, or earlier if the Developer so elects, then and only then, the officers of the Association shall be resident Owners and shall include a President, who must be a Director. Any person may hold two or more offices except that the President shall not also be the Secretary.

6.1.2 Resignation. Any officer of the Association may resign at any time by giving written notice of his resignation to any Director, the President or the Secretary. Any resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.1.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.1.4 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees to assist in the conduct of the affairs of the Association.

6.1.5 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the Board.

6.1.6 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the Board or the President.

6.1.7 The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for

examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer. He shall collect all Assessments and shall report promptly to the Board the status of collections.

6.1.8 Compensation. The officers of the Association shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the Members, shall preclude the Board from employing a Director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a Director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

6.2 Town Advisory Council. The Board of Directors shall cause a Town Advisory Council, (hereinafter, the "Council") to be formed as a standing committee of the Association. The Council shall function solely in an advisory capacity to the Association's Board of Directors. The purpose of the Council shall be to provide input from the non-Developer Owners (the "Homeowners") to the Board. The goals shall include the expression of ideas regarding the Association's management of the Committed Property and the communication of matters of general interest to the Homeowners.

6.2.1 Membership in the Council. Membership in the Council shall consist solely of Homeowners designated as provided below, all of whom shall have the same rights and privileges.

6.2.1.1 Single Neighborhood Associations. Each President of a Neighborhood Association consisting of a single neighborhood shall be a Member of the Council, unless the Board of Directors thereof selects a different party to fill such position. Such Board of Directors may also select an alternate to act when the designated member is not available. The Neighborhood Association shall provide to the Board of Directors of the Association written notice of any member (other than the Neighborhood Association President) and alternate as well as any changes in same.

6.2.1.2 Multiple Neighborhoods. It is recognized that certain Neighborhood Associations consist of multiple neighborhoods. Accordingly, in those instances, the Board of Directors of those Neighborhood Associations shall appoint representatives of the Neighborhoods as members of the Council in lieu of a representative of the Neighborhood Association itself. The total number of members from each Neighborhood Association shall not exceed one (1) for each Neighborhood in the Neighborhood Association.

6.2.1.3 Neighborhoods under Developer Control. It is further recognized that certain Neighborhood Associations will from time to time be under the control of the Developer and not have a Homeowner President. In those instances, the Homeowners of those neighborhoods where fifty percent (50%) of the Units have been constructed and conveyed to Homeowners shall select a Homeowner from their Neighborhood as their member of the Council

6.2.1.4 Developer Representatives. Although not voting members of the Council, the Developer may appoint up to two (2) representatives to the Council who shall attend the meetings and take an active role in discussions.

6.2.2 Meetings and Proceedings. The frequency, timing and place of the meetings of the Council shall be determined by the members. Although the Council shall have the status of a committee of the Association and is not intended to be a separate corporation, except as specifically provided herein, its members shall have the rights of a member of a Homeowners Association as defined in Chapter 617 and Chapter 720 of the Florida Statutes, including, without limitation, the rights to attend meetings and to inspect records as provided in said Chapters.

For purposes of the foregoing, the residents of Neighborhood Associations and Council members elected as provided above shall be governed by the same provisions of Chapter 617 and Chapter 720 of the Florida Statutes as if the Council were a Board of Directors of a Homeowners Association and all Homeowners shall have rights as if they were members of a Homeowners Association.

The Homeowner representatives shall elect annually, from among themselves, a chair and a vice-chair who shall perform the duties and have the authority normally held by such positions.

Meetings of the Council shall be governed by Robert's Rules of Order, latest edition, provided that (i) the chair shall have the right to vote in all matters coming before the Council and (ii) failure to comply with technical requirements of Robert's Rules of Order shall not invalidate an otherwise valid action of the Council or of the Homeowners.

6.3 Committees. The Board of Directors may by resolution appoint committees. Any committee may exercise the powers, duties and functions as may be determined by the Board which may include any powers which may be exercised by the Board. Committees may be formed to meet about anything, for as often as they want. Whenever an issue arises, a committee may be formed to study that issue. Committees may consist of Homeowners and Board members, allowing for an exchange of ideas from individuals who want to be involved in the process of addressing a specific topic or area of concern. In addition to a Design Review Board provided for in the

Covenants, a Town Advisory Council provided for above, and a Due Process Committee provided for in the Covenants, to assure broad participation and input from the Owners, the Association may have standing committees for Safety, Finance, Community Relations, Governmental Affairs, Communications, Landscaping and Irrigation, and Infrastructure. These committees shall be advisory in nature and the adoption or rejection of their recommendations shall be the sole discretion of the Board. Additional standing committees and short-term ad hoc committees may be formed by the Board as it deems necessary.

**6.3.1 Safety Committee.** The purpose of the Safety Committee is to evaluate and monitor all aspects of safety, and access control within the Committed Property and make recommendations to the Town Advisory Council and the Board of Directors.

To achieve that purpose, by way of illustration and not limitation, the Safety Committee may monitor and exercise oversight over all contractual services related to safety, and access; implement Board of Directors recommendations by assuring the coordination of directives and activities with the patrol supervisors, officers, and contractors; initiate requests and review requirements for replacement and/or upgrades to safety, and access equipment and services; review bids for such equipment and services; develop programs, procedures and initiatives to promote greater community interest in safety and traffic awareness; review and revise Heathrow patrol Post Orders as necessary; and review the safety concerns brought by residents.

**6.3.2 Finance Committee.** The purpose of the Finance Committee is to evaluate and monitor the financial condition of the Association and provide recommendations to the Town Advisory Council and the Board of Directors.

To achieve that purpose, by way of illustration and not limitation, the Finance Committee may review annual audit reports and periodic financial statements; participate in the annual budget preparation process; initiate and review replacement reserve studies to assure the adequacy of those reserves and recommend prudent investment vehicles for reserve funds; understand the financial management process, including the experience of the finance and accounting personnel who are responsible for finance, budgeting, accounting and financial reporting; and understand the competitive bidding processes employed for significant contracts.

**6.3.3 Community Relations Committee.** The purpose of the Community Relations Committee is to positively impact, strengthen, and make Heathrow a quality residential community by promoting programs and activities designed to improve the quality of life for the residents of the community and provide recommendations to the Town Advisory Council and the Board of Directors. This committee's programs and activities may be focused to instill residents' pride, build public trust, improve communications, respond to community needs and strengthen the overall image of Heathrow.

To achieve that purpose, by way of illustration and not limitation, the Community Relations Committee may organize activities that allow residents and their families to get to know each other; inform residents of planned activities through various community communication media; encourage homeowners to make recommendations to this committee for activities and projects that benefit the entire community; and research and recommend capital improvements to achieve these results.

6.3.4 Governmental Affairs Committee. The purpose of the Governmental Affairs Committee is to provide a voice of the Heathrow residential community to the Seminole County Commissioners, as well as other business, civic and governmental units, with respect to developments and issues impacting the well being and image of the Heathrow community, pursuant to directions from the Town Advisory Council and the Board of Directors.

To achieve that purpose, by way of illustration and not limitation, the Governmental Affairs Committee may attend meetings and to otherwise become aware of developments and issues impacting Heathrow; to alert the Heathrow Master Association of such developments and issues; and to communicate the Association's concerns and directives to the appropriate parties.

6.3.5 Communications Committee. The purpose of the Communications Committee is to keep Heathrow residents informed of the activities of the Association, to share items of interest with respect to developments and issues impacting the well being and image of the Heathrow community and to encourage residents participation in Association activities, pursuant to directions from the Town Advisory Council and the Board of Directors.

To achieve that purpose, by way of illustration and not limitation, the Communications Committee may be responsible for gathering and disseminating information from the Board and the various committees of the Association and such other information which may be of interest for periodic publication to Heathrow residents.

6.3.6 Landscaping and Irrigation Committee. The purpose of the Landscaping and Irrigation Committee is to evaluate and monitor the condition of the Association's landscaping and irrigation systems and provide recommendations to the Town Advisory Council and the Board of Directors.

To achieve that purpose, by way of illustration and not limitation, the Landscaping and Irrigation Committee may periodically inspect the Association's common areas to ascertain the condition of the landscaping and the watering thereof,

and in conjunction with landscaping professionals make recommendations for long-range care and improvement and/or replacement programs of the existing landscaping.

6.3.7 Infrastructure Committee. The purpose of the Infrastructure Committee is to evaluate and monitor the condition of the Association's infrastructure and provide recommendations to the Town Advisory Council and the Board of Directors. The infrastructure includes, but is not be limited to, the Association's roadways and sidewalks, lighting, drainage, fountains, gate systems, recreational buildings and facilities, gatehouses and any similar properties that the Association may now own or acquire in the future.

To achieve that purpose, by way of illustration and not limitation, the Infrastructure Committee may periodically inspect the Association's infrastructure facilities and in conjunction with appropriate professionals make recommendations for long-range care and improvement and/or replacement programs of the existing facilities.

## 7. FINANCES AND ASSESSMENTS.

### 7.1 Adoption of the Budget.

7.1.1 Prior to the beginning of each fiscal year, the Board shall adopt a budget for the next fiscal year, necessary to defray the Common Expenses of the Association for such fiscal year as set out in the Covenants. The Common Expenses of the Association shall include all expenses of any kind or nature whatsoever anticipated to be incurred, by the Association for the next fiscal year. In the event the Board fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the Common Expenses of the Association for the fiscal year in which the adopted budget applies, the Board may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

### 7.2 Assessments and Assessment Roll.

7.2.1 Pursuant to the terms of the Covenants, the Board shall fix and determine the amount and frequency of the Owners' Assessments for Common Expenses. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic Assessments for Common Expenses, whether

quarterly, monthly, or otherwise, shall be equal unless the Board determines unequal Assessments are required to provide funds in advance for the expenses of the Association, or unless the Board changes the number of Units as provided in the Covenants. As soon as practicable after the determination of the Assessments for Common Expenses, the Association shall notify each Owner, in writing, of the amount, frequency and due date of such Owners' ASSESSMENT, provided, however, that no Assessment shall be due in less than (10) days from the date of such notification.

7.2.2 In the event the expenditure of funds by the Association is required that cannot be paid from the Assessments for Common Expenses, the Board may make Special Assessments in the manner as set out in the Covenants.

7.2.3 The Association shall maintain an Assessment roll for each Owner, designating the name and current mailing address of the Owner, the amount of each Assessment payable by such Owner, the dates and amount in which the Assessments come due, the amount paid upon the account of the Owner, and the balance due.

7.3 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the Board.

7.4 Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Reserve Funds shall be deposited in separate interest bearing accounts.

## 8. PARLIAMENTARY RULES.

8.1 Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Covenants, Articles or Bylaws.

## 9. AMENDMENTS.

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these Bylaws may be proposed by any Director, or by one or more of the Members or their authorized representatives.

9.3 Adoption of Amendments.



9.3.1 As long as Developer appoints a majority of the Directors of the Association, the Developer shall have the right to unilaterally amend these Bylaws without the joinder or approval of any Directors or any Member. No amendment to these Bylaws shall be effective without the written approval of the Developer as long as Developer owns any Committed Property or holds a mortgage on any Committed Property.

9.3.2 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the Directors of the Association; or (b) by Members having not less than seventy-five (75%) of the votes of the entire membership of the Association. Any amendment approved by the Members may provide that the Board may not further amend, modify or repeal such amendment.

9.4 No amendment shall make any changes for qualification for membership nor in the voting rights or property rights of Members without approval by all of the Members. No amendment shall be made that is in conflict with the Covenants, Articles or Bylaws. So long as the Developer owns any property, or holds any mortgage encumbering any property other than a Unit, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment.

9.5 Execution and Recording. No modification of, or amendment to, these Bylaws shall be valid unless recorded in the public records of Seminole County, Florida.

10. RULES AND REGULATIONS. The Board may, from time to time, adopt or amend previously adopted, Rules and Regulations concerning the use of the Common Improvements and concerning the use, operation and maintenance of other portions of the Committed Property in order to further implement and carry out the intent of the Covenants, Articles and Bylaws. The Board shall make available to any Member, upon request, a copy of the Rules and Regulations adopted from time to time by the Board.

11. MISCELLANEOUS.

11.1 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

11.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3 Conflicts. In the event of any conflict, any applicable Florida statute, the Covenants, Articles, and Bylaws, and the Rules and Regulations of the Association shall govern, in that order.

11.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

11.5 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Covenants, Articles or Bylaws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Association within thirty (30) days after the Member is notified, or becomes aware of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.

**SCHEDULE "A"**  
**PART I**  
**(Alphabetical by Neighborhood)**

<b>NEIGHBORHOOD</b>	<b># OF VOTES</b>	<b>NEIGHBORHOOD ASSOCIATION WITH JURISDICTION</b>
1. Brampton Cove	49	Brampton Cove Neighborhood Assoc.
2. Breckenridge Heights	61	Muirfield Village Neighborhood Assoc.
3. Bridgewater Club	36	Westover at Heathrow Homeowners Assoc.
4. Bristol Park	62	Bridgewater Neighborhood Assoc.
5. Brookhaven	139	Heathrow Lakes Maintenance Assoc.
6. Burlington Oaks	61	Heathrow Lakes Maintenance Assoc.
7. Carrington Park	92	Heathrow Lakes Maintenance Assoc.
8. Cherry Ridge	142	Heathrow Lakes Maintenance Assoc.
9. Chestnut Hill	23	Bridgewater Neighborhood Assoc.
10. Clubside at Heathrow	21	Clubside at Heathrow Homeowners Assoc.
11. Devon Green	74	Devon Green Neighborhood Assoc.
12. East Camden	43	Bridgewater Neighborhood Assoc.
13. Hamptons Condominium	48	The Hamptons of Heathrow Condo. Assoc.
14. Heron Ridge	124	Heathrow Lakes Maintenance Assoc
15. Keenwicke	243	Heathrow Lakes Maintenance Assoc.
16. Kentford Gardens	70	Heathrow Lakes Maintenance Assoc
17. Lakeside	80	Heathrow Lakes Maintenance Assoc
18. Lexington Green	45	Muirfield Village Neighborhood Assoc.
19. Muirfield Village	55	Muirfield Village Neighborhood Assoc.
20. Racquet Club Villas Condominium	25	Racquet Club Villas at Heathrow Condo Assoc.
21. Regency Green	40	Regency Green Neighborhood Assoc.
22. The Reserve	92	Heathrow Lakes Maintenance Assoc
23. Stonebridge	68	Stonebridge Maintenance Assoc.
24. Stratford Gardens	21	Regency Green Neighborhood Assoc.
25. Waters Edge	50	Heathrow Lakes Maintenance Assoc
26. Wembley Park	81	Heathrow Lakes Maintenance Assoc
27. Willowbrook	42	Willowbrook Neighborhood Assoc.
28. Wyntree	68	Heathrow Lakes Maintenance Assoc

**TOTAL OF ALL VOTES: 1,955**

**SCHEDULE "A"**  
**PART II**  
**(Alphabetical by Neighborhood Association)**

<b>NEIGHBORHOOD ASSOCIATION WITH JURISDICTION</b>	<b>NEIGHBORHOOD</b>	<b>NO. OF VOTES FOR EACH NEIGHBORHOOD</b>
<b>1. Brampton Cove Neighborhood Assoc.</b>	Brampton Cove	49
Total Votes for Association: 49		
<b>2. Bridgewater Neighborhood Assoc.</b>	Bristol Park	62
	Chestnut Hill	23
	East Camden	43
Total Votes for Association: 128		
<b>3. Clubside at Heathrow Homeowners Assoc.</b>	Clubside at Heathrow	21
Total Votes for Association: 21		
<b>4. Devon Green Neighborhood Assoc.</b>	Devon Green	74
Total Votes for Association: 74		
<b>5. The Hamptons of Heathrow Condo. Assoc.</b>	Hamptons Condominium	48
Total Votes for Association: 48		
<b>6. Heathrow Lakes Maintenance Assoc.</b>	Brookhaven	139
	Burlington Oaks	61
	Carrington Park	92
	Cherry Ridge	142
	Heron Ridge	124
	Keenwicke	243
	Kentford Gardens	70
	Lakeside	80
	The Reserve	92
	Waters Edge	50
	Wembley Park	81
	Wyntree	68
Total Votes for Association: 1,242		

NEIGHBORHOOD ASSOCIATION WITH JURISDICTION	NEIGHBORHOOD	NO. OF VOTES FOR EACH NEIGHBORHOOD
<b>7. Muirfield Village Neighborhood Assoc.</b>	Breckenridge Heights	61
	Lexington Green	45
	Muirfield Village	55
Total Votes for Association: 161		
<b>8. Racquet Club Villas at Heathrow Condo Assoc.</b>	Racquet Club Villas Condominium	25
Total Votes for Association: 25		
<b>9. Regency Green Neighborhood Assoc.</b>	Regency Green Stratford Gardens	40 21
Total Votes for Association: 61		
<b>10. Stonebridge Maintenance Assoc.</b>	Stonebridge	68
Total Votes for Association: 68		
<b>11. Westover at Heathrow Homeowners Assoc.</b>	Bridgewater Club	36
Total Votes for Association: 36		
<b>12. Willowbrook Neighborhood Assoc.</b>	Willowbrook	42
Total Votes for Association: 42		
<b>TOTAL OF ALL VOTES: 1,955</b>		

IN WITNESS HEREOF, HEATHROW LAND COMPANY LIMITED  
PARTNERSHIP has caused these presents to be executed in its name on the date first mentioned  
above.

Signed, sealed and delivered  
in the presence of:

Sarah T. Murray  
(Signature of First Witness)

SARAH T. MURRAY  
(Printed Name of First Witness)

Jenna Coppola  
(Signature of Second Witness)

Jenna Coppola  
(Printed Name of Second Witness)

HEATHROW LAND COMPANY  
LIMITED PARTNERSHIP,  
a Florida limited partnership

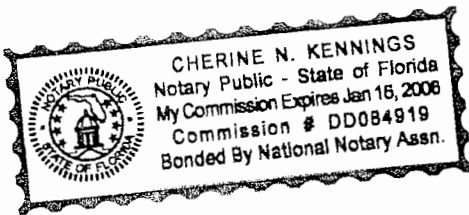
By: 4/46A Corp., a Florida corporation, its sole  
general partner

By: Joe DeBosh  
(Signature)

JOE DeBOSH  
(Printed Name)  
Title: Sr. Vice President

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December,  
2002, by Joe DeBosh, the Sr. VP of 4/46A Corp., a Florida  
corporation, general partner of Heathrow Land Company Limited Partnership, a Florida limited  
partnership, on behalf of the corporation and partnership, () who is personally known to me OR  
( ) who produced \_\_\_\_\_ as identification.



Cherrine N. Kennings  
Notary Signature

Cherrine N. Kennings  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: Jan 16, 2006

**JOINDER AND CONSENT**

On this 18<sup>th</sup> day of December, 2002, HEATHROW MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, through its Board of Directors, hereby unanimously approves of, joins in and consents to the amendments set forth in the *AMENDMENT TO BYLAWS OF HEATHROW MASTER ASSOCIATION, INC., a Florida corporation not-for-profit*, to be recorded in the Public Records of Seminole County, Florida, and to which this Joinder And Consent is attached.

**IN WITNESS WHEREOF**, the undersigned party hereby warrants that he/she has full power and authority on behalf of HEATHROW MASTER ASSOCIATION, INC. to execute this Joinder And Consent and has set its hand and seal on the date first mentioned above.

Signed, sealed and delivered  
in the presence of::

Sarah T. Murray  
(Signature of First Witness)

SARAH T. MURRAY  
(Printed Name of First Witness)

Jenna Coppola  
(Signature of Second Witness)

Jenna Coppola  
(Printed Name of Second Witness)

HEATHROW MASTER ASSOCIATION, INC.  
a Florida corporation not-for-profit

By: [Signature]  
(Signature of President)

Michael T Dick  
(Printed Name of President)

Title: **President**

Sarah T. Murray  
(Signature of First Witness)

SARAH T. MURRAY  
(Printed Name of First Witness)

Jenna Coppola  
(Signature of Second Witness)

Jenna Coppola  
(Printed Name of Second Witness)

Attested to By: [Signature]  
(Signature of Secretary)

Lore DeBost  
(Printed Name of Secretary)

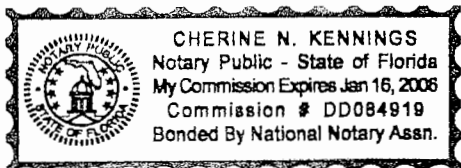
Title: **Secretary**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2002, by Michael T. Dick, the president of HEATHROW MASTER ASSOCIATION, INC, a Florida corporation not-for-profit, on behalf of the corporation, (  ) who is personally known to me OR (  ) who produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature

Cherine N. Kennings  
Print Notary Name



NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: Jan 16, 2006



STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2002, by Joe DoBosh, the secretary of HEATHROW MASTER ASSOCIATION, INC, a Florida corporation not-for-profit, on behalf of the corporation, () who is personally known to me OR () who produced \_\_\_\_\_ as identification.



*[Handwritten Signature]*

Notary Signature

Cherine N. Kennings

Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: Jan 16, 2006